

ADVISORY

Schedule 3 - Risk Transfer Addendum

The Company has agreed pursuant to clause 13.4 that the Intermediary acts as a particular RT Insurer's agent, solely in respect of the products listed on our website at <u>https://www.towergateinsurance.co.uk/media/jbnjj2se/towergate_schedule3.pdf</u> as amended by the Company from time to time in accordance with those terms for certain policies written by the RT Insurer (such policies being the "**Risk Transfer Policies**"). The following provisions shall apply in respect of premiums relating to the Risk Transfer Policies:

- 1. The Intermediary shall act as the agent of the RT Insurer for the purpose of receiving premiums from policyholders, settling refunds and holding claims money prior to onwards transmission to policyholders.
- 2. The Intermediary shall remit to the Company the full premium due under each Risk Transfer Policy. Any premium instalment facility offered by the Intermediary to a policyholder shall be at the Intermediary's own risk.
- 3. The Intermediary may "co-mingle" monies held as the RT Insurer's agent and client monies in the same account.
- 4. The Company acknowledges on behalf of the RT Insurer that the rights of the RT Insurer to monies that are co-mingled are subordinated to the rights of the Intermediary's clients
- 5. Where you co-mingle as outlined in paragraph 3 above, monies held by you as the RT Insurer's agent must be held in a client money statutory or non-statutory trust account in accordance with the FCA's Client Assets Sourcebook (CASS 5 Client Money: Insurance Mediation Activity). Alternatively, where you do not co-mingle as outlined in paragraph 3 above, monies held by you as the RT Insurer's agent must be held in a trust account on trust for the RT Insurer and may be held together with insurance monies held for other insurance undertakings, but not with any other monies.
- 6. The Intermediary shall provide, within 7 days of a request by the Company or the RT Insurer, a copy of the trust deed governing the trust account operated by the Intermediary under paragraph 5 above together with an acknowledgement from the bank at which the trust account is held that the bank is not entitled to combine that account with any other account or to exercise any right of set-off or counterclaim against money in that account in respect of any sum owed to such bank on any other account.
- 7. The Intermediary acknowledges the rights of the RT Insurer and the Company, to request balance summaries of all monies held by the Intermediary as the RT Insurer's agent at any point in time, which such summaries will be provided to the Company and/or the RT Insurer (as appropriate) within a reasonable timescale.
- 8. All premium monies collected by the Intermediary in connection with this Agreement for risks accepted under a Risk Transfer Policy are deemed to be held by the Intermediary on behalf of the RT Insurer. All rebate or refund premium moneys paid by Company to the Intermediary are deemed to be held by the Intermediary on behalf of the RT Insurer.
- 9. The Intermediary may deduct the Commission on business placed through the Company upon receipt of the premium from the client.
- 10. Unless the Company agrees otherwise the provisions of this Schedule will cease automatically should the RT Insurer's agreement with the Company be terminated, suspended or varied.
- 11. This Schedule will be valid until notice is issued to the Intermediary by the RT Insurer or the Company withdrawing such authority or the circumstances in paragraph 10 apply.
- 12. For the avoidance of doubt paragraphs 1 to 11 above shall only apply in respect of policies that relate to the products that are written by the RT Insurer:



Schedule 3 - continued

AIBL Business	Name of Agreement	Products	Underlying Insurer
Property Risk Solutions	Arch - Property risk Solutions	Property Owners' Insurance (PRS)	Arch Insurance (UK) Limited
Towergate (Caring Professions, Stevenage)	Allianz Martial Guard	Martial Guard - Quote & Buy facility	Allianz Insurance Plc
Towergate Riskline	Riskline Personal Household Combined	Premier Elite	PEN Underwriting

Before quoting these products please contact Footman James on 01384 218000 to confirm your agency is approved				
AIBL Business	Name of Agreement	Products	Underlying Insurer	
Footman James	Collectors motor policy	Vehicle Collector/ Collectors	Azur Underwriting Ltd	
Footman James	Coplus Lost Keys	Key Cover	Coplus	
Footman James	Footman James Commercial Legal Expenses	Commercial Legal Expenses	Markel Legal Expenses	
Footman James	Footman James Motor Trade	Motor Trade	NIG	



Schedule 3 – continued

In addition to the products above, the following carriers provide Risk Transfer on all the policies we place:

Carrier ToBA Name	FCA Number
Acrisure UK MGA Limited	835270
Addept Insurance Services Ltd	586471
Ageas Insurance Limited	202039
All Broker Services Ltd	774744
All Seasons Underwriting Agencies Limited	308448
Allianz Insurance PIc	121849
Pet Plan Limited	311969
ARAG Legal Expenses Insurance Company Limited	202106
Arc Legal Assistance Limited	305958
Autohome Ltd	311683
Aviva Insurance Limited	202153
AXA Insurance UK plc	202312
Ecclesiastical Insurance Office Plc	113848
Generis Risk Solutions Limited	998092
Generis Underwriting Limited	823558
Hiscox Underwriting Limited	308922
Liverpool Victoria Insurance Company Limited	202965
Markel International Insurance Company Limited	202570
Markel (UK) Limited	402229
Markel Protection Limited	308829
Modus Underwriting Limited	663522
Prosure Solutions Limited	616453
RAC Motoring Services	310208
Royal & Sun Alliance Insurance Limited	202323
Ventis Specialty Limited	1010824
Zurich Insurance Company Ltd	959113